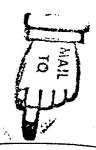
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LA DON RUSSELL (Name)

700 DEERFIELD ROAD ... (Address)
DEERFIELD, IL 60015

MORTGAGE

THIS MORTCACe ("Security Instrument") is given on NOVEMBER . 21. 1990 The mortgager, Manuthai Patel and Bhaktiben M. Patel, his wife, Darshna M. Patel. a single woman and Nisha Patel, a singly wan... ("Borrower"). This Security Instrument is given to DERREIELD..... STATE BANK..., which is organized and existing under the laws of THE. STATE OF JULINOIS, and whose address is 7.00 DEERFIELD ROAD, ********************............ Do'ars (U.S. \$.91,400,00.......). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not secures to Lender: (a) the repayment of the debt svicer ced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrover's evenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortga, e, grant and convey to Lender the following described property IN OWNER'S DIVISION OF BUFFALO CREEK FARM, BEILG A SUBDIVISION OF PART OF SECTIONS 2, 4, 9 AND 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 1973 AS DOCUMENT NO. 22205368 IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A UNITED STATES CORPORATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT YNCH AS TRUST NUMBER 77166, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22604309, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES ST. FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEFORM TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, ALL IN COOK COUNTY, ILLINOIS.

DEFT-01 RECORDING \$16.2 T#7777 TRAN 7597 12/07/90 09:59:00

PERMANENT INDEX NO. 03-03-400-063-1224 #3276 # G *-90-595799

Which has the address of 209 YORKSHIRE (Street) WHEELING (City)

Illinois 60090.....("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Ferm 3014 12/83

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 FORM MD-1-IL 8/84

UNOFFICIAL COPY

My Commission Expires 5/1/94 M. Laura Morwood Motary Public, State of Illiaois OLLICIVE SEVE

	1.6. 1 WOOD	My - All Marie Liston	My Commission expires:
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	nnainned in this Security Instrument	es and agrees to the terms and covenants co	BYSIGNING BELOW, BOT, OF 2C accept
			Vitage [⟨s⟩ fapeciy
		Planned Unit Development Rider	Graduated raym at Rider
	🗖 2-4 Family Rider	XIZ Condominium Rider	Adjustable Ra e Rider
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	in the Property	notionaxs basissmod to idgit lla seview r	22. Walver of Homestead, Borrower
		rrower shall pay any recordation costs.	Instrument without that ge to Borrower. Bor
	Lender shall release this Security	in the secured by this Security Instrument	bonds and reasonable accorneys' fees, and ch
•	ceiner s rees, preminins on receiver s	in of rents, including, our not imited to, rec	of management of the Property and collection
3	applied first to payment of the costs	collected by Lender or the receiver shall be	Property including chose past due: Any rents
•	roperty and to collect the rents of the	upon, take possession of and manage the Pi	appointed receiver) shall be entitled to enter
	in person, by agent or by judicially	eleration under paragraph 19 or abandon n demotion following judicial sale, Lender (prior to the tartifus of any period of re-
•	amit one is bue amanord adi byanac	ttorneys' fees and costs of title evidence.	including, but not limited to, reasonable a
ଫ	es provided in this paragraph 19,	oneses incurred ni berrucai sesnec	dender shall be entitled to collect all exp
T			this Security Instrument without further d
Ĭ.	yment in full of all sums secured by	sa sikibəmmi sijupər yam nojiqo sij ia isl	existence of a default or any other defense ibefore in the date specified in the notice, Lend
90595	-non-ang gamesond survices of the nor con-	i at 11922s of the fight of the following he colors.	inform Borrower of the right to reinstate at
9	e Property. The notice shall further	osure by judicial proceeding and sale of th	secured by this Security Instrument, forecid
•	ty result in acceleration of the sums	r before the date specified in the notice ma	to no riugiab ant arus or aruligi rght (b) bag
	by which the default must be cured;	the date the notice is given to Borrower,	default; (c) a date, nor less than 30 days from
	one of enquigated reprint normalization of strong days.	os os tongaon and Triammaser virtuase e ilusish shi (s) ivilaser lishs saison shi (()	breach of any covenant or agreement in this is the browners in the second of the provides otherwise.
	s remorated aniwollot norserses	or toing neworing on soiton eving listle r	ened: Receleration; Remedies: Lende

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNIFORM COVE VANTA Form wer and Linker company and a reg as for

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender, if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessar, to make up the deficiency in one or more payments as required by Lender.

Upon payer and in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the syms secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable inder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the man ner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

the payments.

Borrower shall promptly discharge any tien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of (a, y part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take any or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve nexts now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exter de l coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower anall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds snall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lencer's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

ceinstate shall not apply in the case o

and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument sure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums encluding, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ascures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, curity Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) -sezini ni banianerale lor remember of the Property pursuant to any power of the property pursuant to any power of sale contained in the Property pursuant to any power of the property pursuant to any power of the property pursuant to a sale contained in the property of enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. Security Instrument. If Bortower fails to pay these sums prior to the expiration of this period, Lender may invoke any

not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of Law as of the date of this Security Instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal person) withour Lender's print written consent, Lender may, at its option, require immediate payment in full of all sums

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

16. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are

jurisdiction in which the Property is located. In the event that any provision or clause of this Securit. In strument or the Mote this Security Instrument shall be deemed to have been given to Bortower or Lender when giver . Frovided in this paragraph. to Lender's address stated herein or any other address Lender designates by notice to Bortov et Any notice provided for in Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property 14. Notices. Any notice to Bortower provided for in this Security Instrument shall be given by delivering it or by

paragraph 19. If Lender exercises this option, Lender shall take the steps specified in he second paragraph of paragraph 17. immediace payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering prepayment charge under the Note.

direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by traicing the principal owed under the More or by making a the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection

12. Loan Charges. If the loan secured by this Sec dive Instrument is subject to a law which sets maximum loan Borrower's consent. forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) . grees that Lender and any other Borrower may agree to extend, modify, Borrower's increest in the Property under the terras of this Security Instrument; (b) is not personally obligated to pay the

Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 17, Borrower's covenants and a reements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit it e successors and assigns of Lender and Bortower, subject to the provisions of

preclude the exercise of any right or ternedy. or Borrower's successors in interest Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or modify amortization of the surge of ured by this Security Instrument by reason of any demand made by the original Borrower not be required to commence of rocaedings against any successor in interest or refuse to extend time for payment or otherwise Borrower shall not uperate to chease the liability of the original Borrower or Borrower's successors in reference Lender shall

modification of amort, sation of the sums secuted by this Secutity Instrument granted by Lender to any successor in interest of 10. Borrower No Released; Forbestance By Lender Not a Waiver. Extension of the time for payment or postpone the due out of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or sums secured by this Security Instrument, whether or not then due.

Lender is au hydred to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

an award or secree a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, afree norice by Lender to Borrower that the condemnor offers to make divided by (b) the fair marker value of the Property immediately before the taking. Any balance shall be paid to Borrower. of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking,

Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount. Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security rebned to Lender.

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

8: Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall the insurance terminates in accordance with borrower's and Lender's written agreement or applicable law. strument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for If Lender required moregage insurance as a condition of making the loan secured by this Security In-

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THIS CONDOMINIUM RIDER is made this21st day ofNovember) ,		
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ((the		
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to			
Deerfield State Bank (the "Lende	:r")		
of the same date and covering the Property described in the Security Instrument and located at:			
209 Yorkshire, Wheeling, IL 60090 [Property Address]			

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMIN'UM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Ler, der further covenant and agree as follows:

- A. Condomin'um Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Decuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condomin. Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance, so long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazarr insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the requiled coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of my lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, for proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pert of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby as igned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the prevision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insurar ce coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Leader may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requisiting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

(Seal)

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Coop County Clark's Office